

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

M-COR STEEL, INC.

Plaintiff,

v.

WILLIAM D. RODGERS d/b/a  
TBI STEEL

Defendant.

Case No. \_\_\_\_\_

**COMPLAINT**

AND NOW comes Plaintiff M-Cor Steel, Inc., by its attorneys, Metz Lewis Brodman Must O’Keefe LLC, and files the within Complaint, and in support states the following:

**Parties**

1. Plaintiff M-COR Steel, Inc. (“M-Cor”) is a Pennsylvania corporation with a principal place of business located at 2550 Brownsville Road, Suite 2, South Park, PA 15129.

2. Defendant William D. Rodgers, doing business as TBI Steel (“Defendant”), is an adult individual with a last known address of PO Box 211, Fredericktown, OH 43019.

**Jurisdiction and Venue**

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332.

4. Venue is proper in the United States District Court for the Western District of Pennsylvania pursuant to 28 U.S.C. § 1391.

**Factual Background**

5. M-Cor and Defendant are parties to a contractual agreement (the “Agreement”), pursuant to which M-Cor agreed to supply to Defendant various materials related to the production and manufacture of steel.

6. In accordance with the Agreement, M-Cor supplied materials to Defendant at mutually-agreed upon prices that were dependent upon the type, size, and quantity ordered.

7. Beginning in or about November of 2011, and continuing through the date of this Complaint, Defendant has failed to pay in full for all materials ordered. True and correct copies of the invoices (the “Invoices”) evidencing the materials ordered by Defendant for which Defendant has not paid in full, and the amounts charged by M-Cor for those materials, are attached hereto collectively marked as **Exhibit A** and are incorporated herein by reference.

8. Defendant had the opportunity to review the Invoices, and has not objected to the amounts shown due and owing.

9. The Invoices provide that payment for materials must be remitted to M-Cor within thirty (30) days of the date of delivery.

10. Defendant has not lodged any complaints with M-Cor respecting the quality or quantity of any materials supplied.

11. As of August 4, 2016, the principal balance due by Defendant to M-Cor with respect to the Invoices totals \$123,796.55. A true and correct copy of an accounts receivable overview summarizing all amounts due and owing to M-Cor is attached hereto marked as **Exhibit B** and is incorporated herein by reference.

12. In multiple communications with M-Cor, Defendant has admitted that the amounts set forth on the Invoices are currently due and owing.

13. By letter dated May 13, 2016, M-Cor notified Defendant of its default under the terms of the Agreement, and demanded payment in full for the outstanding balance in connection therewith. A true and correct copy of the aforementioned demand letter is attached hereto marked as **Exhibit C** and is incorporated herein by reference.

14. Notwithstanding M-Cor's demand, Defendant has failed to pay.

**Count I**  
**Breach of Contract**

15. M-Cor incorporates by reference the allegations of Paragraphs 1-14 of this Complaint as if more fully set forth herein.

16. M-Cor and Defendant entered into the Agreement, evidenced by the Invoices, requiring Defendant to timely remit payment for all materials ordered.

17. M-Cor performed all of its obligations under the Agreement by providing the agreed-upon materials at the agreed-upon price.

18. Defendant has breached the Agreement by failing to timely remit payment to M-Cor of all amounts due and owing.

19. Defendant's breach of the Agreement has directly and proximately caused damage to M-Cor in a total amount to be determined at trial.

WHEREFORE, Plaintiff M-Cor Steel, Inc. respectfully requests that this Court grant judgment in its favor and against Defendant William D. Rodgers d/b/a TBI Steel in an amount in excess of \$75,000.00 to be determined at trial, plus pre- and post-judgment interest, all costs of suit, and such other relief as is necessary and appropriate.

**Count II**  
**Account Stated**

20. M-Cor incorporates by reference the allegations of Paragraphs 1-19 of this Complaint as if more fully set forth herein.

21. Although M-Cor has demanded payment of the outstanding balance owed by Defendant as set forth more fully above, Defendant has wrongfully failed to pay all or any part of the amount due and owing to M-Cor.

22. M-Cor fully performed its obligations under the parties' agreement by providing the agreed-upon materials at the agreed-upon price.

23. Defendant had the opportunity to securitize the account.

24. Defendant has agreed to and acquiesced in the correctness of the account.

25. For the reasons set forth herein, M-Cor's claim on account now stands liquidated and undisputed, and M-Cor is entitled to recover an amount that is not less than the parties' agreement as an account stated.

WHEREFORE, Plaintiff M-Cor Steel, Inc. respectfully requests that this Court grant judgment in its favor and against Defendant William D. Rodgers d/b/a TBI Steel in an amount in excess of \$75,000.00 to be determined at trial, plus pre- and post-judgment interest, all costs of suit, and such other relief as is necessary and appropriate.

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Date: August 18, 2016

Respectfully Submitted,

METZ LEWIS BRODMAN MUST  
O'KEEFE LLC

By: /s/ Justin M. Tuskan

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*Attorneys for Plaintiff M-Cor Steel, Inc.*